

Anthony J. Pruzinsky (AP-8534)
Andrew R. Brown (AB-1644)
HILL RIVKINS & HAYDEN LLP
45 Broadway – Suite 1500
New York, New York 10006
Telephone: 212-669-0600
Facsimile: 212-669-0699

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
SILVEX DESIGNS, INC.,

Plaintiff,

07-cv-03740-KMK-MDF

-against-

FAST FLEET SYSTEMS, INC., and
QUEBECOR WORLD LOGISTICS, INC.,
d/b/a Q.W. EXPRESS,

**DEFENDANT QUEBECOR
WORLD LOGISTICS, INC.,
d/b/a/ Q.W. EXPRESS'
THIRD-PARTY COMPLAINT**

Defendants,

-against-

ONE BEACON INSURANCE COMPANY,
STATION OPERATOR SYSTEMS, INC.,
INTEGRITY TRANSPORT, INC.,
EDWARD EGAN, individually,
HICHAM JIRARI, individually,
JIRARI CORP., and
NICA, INC.,

Third-Party Defendants.

-----X

COMES NOW Defendant and Third-Party Plaintiff, QUEBECOR WORLD
LOGISTICS, INC. d/b/a Q.W. EXPRESS by and through its attorneys, HILL RIVKINS
& HAYDEN, LLP, as and for its Third Party Complaint against Third-Party Defendants,
STATION OPERATOR SYSTEMS, INC., INTEGRITY TRANSPORT, INC.,

EDWARD EGAN, individually, HICHAM JIRARI, individually, JIRARI CORP., and NICA, INC., alleges upon information and belief as follows:

1. At and during all relevant times herein, SILVEX DESIGNS, INC., (“SILVEX”) was and now is a corporation organized and existing by virtue of the laws of New York, with an office and place of business located at 330 5th Ave., New York, New York.

2. At and during all relevant times herein, QUEBECOR WORLD LOGISTICS, INC., d/b/a Q.W. EXPRESS (“QWE”), was and now is a corporation organized and existing by virtue of the laws of Delaware, with an office and place of business located at 1130 West Thorndale, Bensenville, Illinois.

3. At and during all relevant times herein, FAST FLEET SYSTEMS, INC. (“FAST”), was and now is a corporation organized and existing by virtue of the laws of New Jersey, with an office and place of business located at 475 Division Street, Elizabeth, New Jersey.

4. At and during all relevant times herein, STATION OPERATOR SYSTEMS, INC. (“STATION”) was and now is a corporation organized and existing by virtue of the laws of New Jersey, with an office and place of business located at 475 Division Street, Elizabeth, New Jersey.

5. At and during all relevant times herein, INTEGRITY TRANSPORT, INC. (“INTEGRITY”) was and now is a corporation organized and existing by virtue of the laws of New Jersey, with an office and place of business located at 475 Division Street, Elizabeth, New Jersey.

6. At and during all relevant times herein, EDWARD EGAN (“EGAN”) was and is an individual residing at 7 Burnside Court, Cranford, New Jersey.

7. At and during all relevant times herein, HICHAM JIRARI (“JIRARI”) was and is an individual residing at 209 48th Street, Union City, New Jersey 07087.

8. At and during all relevant times herein, JIRARI CORP. (“JCORP”) was and is a corporation organized and existing by virtue of the laws of New Jersey, with an office and place of business located at 1218 73rd St., Floor 1, North Bergen, New Jersey 07087.

9. At and during all relevant times herein, NICA, INC. (“NICA”) was and now is a corporation organized and existing by virtue of the laws of Massachusetts, with an office and place of business located at 703 Granite Street, Suite 300, Braintree, Massachusetts.

10. On or about May 21, 2007, Silvex, as plaintiff, commenced this action. Attached hereto as Exhibit 1 is a true and accurate copy of the Amended Complaint filed by plaintiff.

11. On or about June 13, 2007, Defendant QWE filed its Amended Answer. A true and accurate copy of Defendant QWE’s Amended Answer is attached hereto as Exhibit 2.

12. On or about August 29, 2006, Plaintiff Silvex retained Defendant QWE to transport “exhibit materials” from New York City to Tucson, Arizona.

13. In its Complaint, plaintiff alleges that Defendant QWE is liable for the alleged loss of its cargo (“subject shipment”), and that the extent of this loss was \$332,872.96. *Amended Complaint*, ¶¶ 14, 15.

14. However, Plaintiff's alleged cargo loss, which is denied, was in no way caused by or related to any act or omission of Defendant QWE.

15. On or about August 29, 2006, Defendant Fast contracted with Third Party Defendants Station, Integrity, and Egan, to undertake the safe transport of the subject shipment from New York City to Newark International Airport.

16. On or about August 29, 2006, Third Party Defendants Station, Integrity, and Egan contracted with Third Party Defendant NICA to undertake the safe transport of the subject shipment from New York City to Newark International Airport.

17. On or about August 29, 2006, Third Party Defendant NICA contracted with or hired Third Party Defendant(s) Jirari and/or JCorp to undertake the safe transport of the subject shipment from New York city to Newark International Airport.

18. Defendant Fast and/or Third Party Defendants Station, Integrity, Egan, NICA, Jirari, and JCorp were the only parties to ever come into physical contact with the subject shipment. Accordingly, Defendant Fast and/or Third Party Defendants Station, Integrity, Egan, NICA, Jirari, and JCorp are liable for the alleged loss of plaintiff's cargo, which is denied.

19. To the extent Plaintiff Silvex has suffered a loss, which is denied, and is entitled to recover damages from Defendant QWE arising out of the subject shipment, Defendant QWE is entitled to full indemnity and/or full contribution from Third-Party Defendants Station, Integrity, Egan, NICA, Jirari, and JCorp jointly and severally, if any are recovered, together with the expenses, including but not limited to attorneys' fees and costs, incurred by Defendant QWE in defending against Plaintiff's action and/or recovering-over against Third-Party Defendants.

WHEREFORE, Defendant/Third-Party Plaintiff QWE demands judgment against the Third-Party Defendants Station, Integrity, Egan, NICA, Jirari, and JCorp as follows:

1. For indemnification;
2. For contribution;
3. For attorneys fees; and,
4. For such other and further relief as this Court may deem just and proper.

Dated: New York, New York
November 8, 2007

Hill Rivkins & Hayden LLP
Attorneys for Defendant
QUEBECOR WORLD LOGISTICS, INC.,
d/b/a Q.W. EXPRESS

By: Andrew R. Brown
Andrew R. Brown (AB-1644)
Anthony J. Pruzinsky (AP-8534)

45 Broadway – Suite 1500
New York, New York 10006
Telephone: 212-669-0600
Facsimile: 212-669-0699

Exhibit 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
SILVEX DESIGNS, INC.,

07-cv-03740-UA-MDF

Plaintiff,

AMENDED COMPLAINT

-against-

FAST FLEET SYSTEMS, INC. and
QUEBECOR WORLD LOGISTICS, INC.
d/b/a Q.W. EXPRESS,

Defendants.
-----X

COMES NOW Plaintiff, SILVEX DESIGNS, INC. by and through its attorneys,
WILSON, ELSEER, MOSKOWITZ, EDELMAN & DICKER LLP, for its claims and causes of
action against FAST FLEET SYSTEMS, INC. and QUEBECOR WORLD LOGISTICS, INC.
d/b/a Q.W. EXPRESS, alleges upon information and belief, as follows:

PARTIES, JURISDICTION AND VENUE

1. Jurisdiction is predicated upon 28 § U.S.C. § 1331, 28 § U.S.C. § 1332(a)(2) and
28 § U.S.C. § 1337 since the claim arises out of interstate transport of goods by motor carrier
pursuant to the Carmack Amendment, 49 U.S.C. § 14706 and since there is diversity of
citizenship between the parties and the Plaintiff's damages exceed \$75,000.

2. Plaintiff, Silvex Designs, Inc. (hereinafter "Silvex"), is a corporation organized
and existing by virtue the laws of New York in the United States, engaged in the business of
retail of silver jewelry, with a principal place of business located at 330 5th Avenue, New York,
New York.

3. Defendant, Quebecor World Logistics, Inc. d/b/a Q.W. Express (hereinafter
"Q.W. Express"), is a corporation organized and existing by virtue of the laws of Illinois in the

United States, engaged in business as a common carrier of goods, with an office and place of business located at 1130 West Thorndale, Bensenville, Illinois.

4 Defendant, Fast Fleet Systems, Inc., (hereinafter "Fast Fleet") is a corporation organized and existing by virtue of the laws of New Jersey in the United States, engaged in business as a common carrier of goods, with an office and place of business located at 407 Green Avenue, Brielle, New Jersey.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

5. Plaintiff, Silvex, is the received, consignee, owner and/or assured of the consignment hereinbelow described. Plaintiff, Silvex, brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignment, as their respective interest may ultimately appear, and Plaintiff is entitled to maintain this action.

6. On or about August 29, 2006, Plaintiff, Silvex, retained Defendant, Q.W. Express, to transport a consignment of approximately 4009 pound of sterling silver jewelry, contained in 69 trunks, from Silvex's principle place of business in New York to Rodeway Inn, 1365 West Grant, Tucson, Arizona, the location of a trade show where Plaintiff intended to market the aforementioned jewelry, all in consideration of an agreed freight rate. (See copy of Bill of Lading attached hereto as Exhibit "A".)

7. On or about August 29, 2006, Q.W. Express retained Defendant, Fast Fleet to transport the aforementioned jewelry all or part of the route from Plaintiff's principal place of business to the intended destination in Tucson, Arizona.

8. On August 29, 2006, Fast Fleet picked up the aforementioned jewelry consignment from Plaintiff's principle place of business in good order and condition and weighing in total approximately 4009 pounds.

9. The aforementioned consignment was transported by Fast Fleet from Plaintiff's principle place of business to a location in Newark, New Jersey, where the aforementioned consignment was consolidated with other goods prior to being transported to the intended destination in Tucson, Arizona.

10. When the consignment arrived at Newark, New Jersey, it was weighed prior to consolidation and transport to the intended destination in Tucson, Arizona. The total weight of the jewelry consignment delivered by Fast Fleet to Newark, New Jersey was 3084 pounds. (See copy of Invoice from Q.W. Express dated September 19, 2006, Bill No. LEX3171137, attached hereto as Exhibit "B".)

11. When the consignment arrived at its intended destination in Tucson, Arizona on September 6, 2006, it was ascertained that approximately 925 pound of jewelry, approximately half the content of jewelry in each trunk, were missing. (See copy of City of Tucson, Arizona Police Report, Case No. 0609060238, dated September 6, 2006, attached hereto as Exhibit "C".)

COUNT I

QUEBECOR WORLD LOGISTICS, INC. d/b/a Q.W. EXPRESS

NEGLIGENCE

12. Plaintiff, Silvex, hereby incorporates all of the previous allegations as set forth herein.

13. Defendant, Q.W. Express, failed to deliver the consignment to the plaintiff at the designated point of delivery in the same good order and condition as when received by it in New York, New York.

14. The damage sustained to the aforementioned consignment of jewelry did not result from any act or omission on the part of Plaintiff, Silvex, but, to the contrary, was the result in whole or in part, of the negligence and or fault of Defendant, Q.W. Express.

15. By reason of the foregoing, Plaintiff has damages in a total amount of no less than \$332,872.96, as nearly as presently can be determined, no amount of which has been paid, although duly demanded on numerous occasions beginning on September 6, 2006.

WHEREFORE, Plaintiff prays:

16. That process in due form of law may issue against the Defendant, Q.W. Express, citing it to appear and answer all and singular the matters aforesaid;

17. That judgment may be entered in favor of Plaintiff against the Defendant, Q.W. Express, for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action,; and

18. That this Court grant to Plaintiff such other and further relief as may be just and proper.

COUNT II

NEGLIGENCE OF FAST FLEET, INC.

NEGLIGENCE

19. Plaintiff, Silvex, hereby incorporates all of the previous allegations as set forth herein.

20. Defendant, Fast Fleet, failed to deliver the consignment to the plaintiff at the designated point of delivery in the same good order and condition as when received by it in New York, New York.

21. The damage sustained to the aforementioned consignment of jewelry did not result from any act or omission on the part of Plaintiff, Silvex, but to the contrary, was the result in whole or in part, of the negligence and or fault of Defendant, Fast Fleet.

22. By reason of the foregoing, Plaintiff has damages in a total amount of no less than \$332,872.96, as nearly as presently can be determined, no amount of which has been paid, although duly demanded on multiple occasions, beginning on December 13, 2006.

WHEREFORE, Plaintiff prays:

23. That process in due form of law may issue against the Defendant, Fast Fleet, citing it to appear and answer all and singular the matters aforesaid;

24. That judgment may be entered in favor of Plaintiff against the Defendant, Fast Fleet, for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action,; and

25. That this Court grant to Plaintiff such other and further relief as may be just and proper.

26. Plaintiff hereby demands a TRIAL BY JURY pursuant to Fed. R. Civ. P. Rule 38.

Dated: White Plains, New York
May 21, 2007

THE PLAINTIFF,
SILVEX DESIGNS, INC.

By 

Brian Del Gatto BD 7759
WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER, LLP
3 Gannett Drive
White Plains, NY 10604
Tel: (914) 323-7000
Fax: (914) 323-7001
Our File No.: 09945.00001

CERTIFICATE OF SERVICE


The undersigned attorney hereby certifies that a true and correct copy of the above and foregoing was sent via U.S. Mail, postage prepaid, on the 21st day of May, 2007 to the following:

Defendant, Fast Fleet Systems, Inc.

Fast Fleet Systems, Inc.
407 Green Avenue
Brielle, NJ 08730

Defendant, Quebecor World Logistics, Inc.

d/b/a Q.W.Express
Quebecor World Logistics, Inc.
1130 West Thorndale
Bensenville, IL 60106


Brian Del Gatto BD 7759

AFFIDAVIT OF SERVICE


STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

Ileana Cordova, being duly sworn, deposes and says: that deponent is not a party to this action, is over the age of 18 years and resides in Westchester County, New York. On the 21st day of May, 2007, deponent served the **NOTICE OF AMENDED COMPLAINT AND AMENDED COMPLAINT** upon:

TO: **Defendant, Fast Fleet Systems, Inc.**
Fast Fleet Systems, Inc.
407 Green Avenue
Brielle, NJ 08730

Defendant, Quebecor World Logistics, Inc. d/b/a Q.W.Express
Quebecor World Logistics, Inc.
1130 West Thorndale
Bensenville, IL 60106

at the address designated by said attorney for that purpose by depositing a true copy of same enclosed in a postpaid, properly addressed wrapper, in an official depository under the exclusive care and custody of the United States Post Office within the State of New York.



Ileana Cordova

Sworn to before me this
21st day of May, 2007

Notary Public

GLADYS CAMPBELL
Notary Public, State of New York
No 01CA4698890
Qualified in Bronx County
Commission Expires Sept. 30, 2009

Docket No. 07-cv-03740-UA-MDF

Brian Del Gatto
09945.00001

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SILVEX DESIGNS, INC.,

Plaintiff,

FAST FLEET SYSTEMS, INC. and, QUEBECOR WORLD
LOGISTICS, INC. d/b/a Q.W EXPRESS,

Defendants.

AMENDED COMPLAINT

WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

Attorneys For **SILVEX DESIGNS, INC.**

Office & Post Office Address, Telephone
3 Gannett Drive
White Plains, NY 10604
914-323-7000

EXHIBIT

A

QWEXPRESS

Q. W. Express
P.O. BOX 940

BENSENVILLE, IL 60108
Phone: 877-732-8738 FAX: 847-852-4904

Bill of Lading

Date: 08/28/2006
Payor: CRPD

Bill Number: LEX317137
Origin: EWR Dest: TUG

Shipper Reference

SILVEX DESIGN
330 5TH AVENUE
SUITE 808
NEW YORK NY, 10001
ATHENA MACY-MEIER

Receiver Reference GLW / BTH # EC22-35

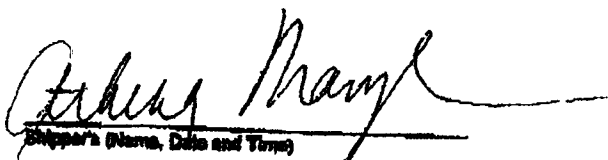
RODEWAY INN
1365 WEST GRANT
TUCSON AZ, 85746
SILVEX IMAGES

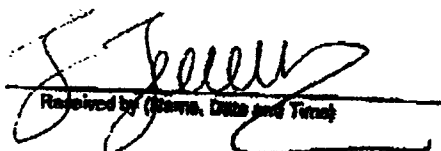
Pieces	Weight	Description	Pcs	L	W	H	DimWt	Service Requested
69	0	EXHIBIT MATERIAL					0	DEFERRED
69	0	Totals						
			Chargeable Weight: 0					COD: \$0.00
								Declared Value: \$0.00

Delivery Remarks: MUST DELIVER ON 08/08/06 @ 9 AM GLW / SILVEX IMAGES / BTH # EC22-35

Customer

SILVEX DESIGN
330 5TH AVENUE
SUITE 808
NEW YORK NY, 10001
FAX: 212 760-1173


Shipper's (Name, Date and Time)


Receiver's (Name, Date and Time)

EXHIBIT

B

VICTIM MAY PHOTOCOPY FORM AS MANY TIMES AS NEEDED

TYPE OF REPORT (X in Appropriate Box) <input type="checkbox"/> BURGLARY <input type="checkbox"/> ROBBERY <input type="checkbox"/> THEFT FROM VEHICLE <input type="checkbox"/> PURSE SNATCH <input type="checkbox"/> STRONG ARM ROBBERY <input checked="" type="checkbox"/> THEFT	DATE OF CRIME 9/6/06	CASE NO. 0609060238
	VICTIM (FIRM IF BUSINESS) SIWEX DESIGNS	LOCATION OF OCCURRENCE 1315 W. GRANT #143
	CRIME CLASSIFICATION 06.10	OFFICER'S NAME, PR# AND TEAM BRENNAN 35642 DDW

PLEASE PRINT

LIST ADDITIONAL ITEMS TAKEN WITH AS COMPLETE A DESCRIPTION AS POSSIBLE. FOLD, SIGN, SEAL, AND DROP IN MAILBOX. USE BLACK INK.

EXAMPLE

Type of Item	Brand Name or Bank Number	Model Number / Acc / Card No.	Serial No. or Check Number	Color and / or Finish	Size and / or Style	Value
T.V. SET	SONY	DR200	5100-2542	Black Cabinet	25" Color	\$650.00
FILE	WILSON	7005	27438-21	Black	11" x 17"	\$395.00

IF THE APPROPRIATE CATEGORIES ARE NOT AVAILABLE ON THIS FORM OR ADDITIONAL SPACE IS NECESSARY TO DESCRIBE AN ITEM, FEEL FREE TO USE TWO LINES.

Type of Item	Brand Name or Bank Number	Model Number / Acc / Card No.	Serial No. or Check Number	Color and / or Finish	Size and / or Style	Value
671648gm Sterling Earrings			.925	ASST	ASST	52765.44
54656gm Sterling Bracelets			.925	"	"	42631.68
100800gm Sterling Pendants			.925	"	"	78624.00
11648gm Sterling Vermeil Jewelry			.925	Gold	"	10483.20
37184gm Sterling Rings			.925	ASST	"	29003.52
8064gm Sterling Music Topaz			.925	"	"	10080.00
6272gm Sterling Blue Topaz			.925	Blue Stones	"	7840.00
26432gm Sterling Beads Findings N/A				Silver	"	14537.60
4928gm Sterling CZ Jewelry			.925	Silver	White CZs	4188.80
79744gms Stone Beaded Jewelry w/ silver accents				ASST		62200.32
25984gms Sterling - Turquoise Jewelry				Blue & Silver		15590.40

MAKE SURE ALL BLANKS ARE FILLED OUT DESCRIBING PROPERTY

NOTE: If you come up with additional information that you believe will help solve the crime, please list the information below.

NOTICIA: Si usted halla información adicional que cree que nos asistirá en resolver su caso, por favor escribela información debajo de este línea.

9856g Sterling Jewelry w/ no stones (plain silver) 4928.00

total \$332,872.96

ADDITIONAL SPACE PROVIDED ON BACK

PLEASE SIGN YOUR FULL NAME HERE:

Athena Macy-Meyer

TODAY'S DATE

9-10-06

CITIZEN'S MAIL-IN
DEPARTMENTAL REPORT FORM

CITY OF TUCSON, ARIZONA - POLICE DEPARTMENT

EXHIBIT

C



13158 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693
(877) 536-5526

QWEXPRESS Invoice Date
SEP 19 2006

11/09/2007	Page 20 of 30	
DATE	REF NUMBER	
08/29/2006	LEX317137	
PAYOR	ORIGIN	DESTINATION
CRPD	EWR	TUS

SHIPPER				RECEIVER			
REFERENCE				REFERENCE GLW / BTH # EC22			
SILVEX DESIGN 330 5TH AVENUE SUITE 808 NEW YORK NY. 10001				RODEWAY INN 1365 WEST GRANT TUCSON AZ. 85745			
PIECES	WEIGHT	DESCRIPTION	PIECES	LENGTH	WIDTH	HEIGHT	DIM WT.
68	3084	EXHIBIT MATERIAL	2	48	40	46	2092
				49	51	46	
				48	40	37	
				50	48	18	
TOTALS				SERVICE REQUESTED			
68	3084						
				DECLARED VALUE	\$0.00		
				CHARGEABLE WEIGHT	3084		

PAYOR:

SILVEX DESIGN
330 5TH AVENUE
SUITE 808
NEW YORK NY. 10001

DESCRIPTION	AMOUNT
Freight Charges (\$0.7500)	\$2,313.00
Dec Value	\$0.00
2 Man Pickup	\$75.00
Lift Gate Pickup	\$60.00
Special Pickup	\$70.00
Waiting Time	\$40.00
Inside Pickup	\$95.00
Palletizing/Shrink Wrap	\$125.00
Special Delivery	\$45.00
Hotel Delivery	\$25.00

TOTAL AMOUNT DUE: \$2,848.00

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT

PLEASE REMIT TO:



a division of Quebecor World Logistics

13158 Collections Center Drive
Chicago, IL 60693
(877) 536-5526

SILV18355

REF NUMBER

LEX317137

TOTAL AMOUNT DUE

\$2,848.00

This invoice is subject to Quebecor World's standard terms and conditions of sale or to the terms and conditions contained in a written agreement agreed to by both parties. Net terms are 15 days. Any past due balances will be subject to an interest rate not to exceed 1.5% per month, or as indicated in a written agreement between the parties. This statement does not supersede any written contractual terms of sale.

We accept Visa, MC and American Express

Exhibit 2

Anthony J. Pruzinsky (AP-8534)
Andrew R. Brown (AB-1644)
HILL RIVKINS & HAYDEN LLP
45 Broadway – Suite 1500
New York, New York 10006
Telephone: 212-669-0600
Facsimile: 212-669-0699

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
SILVEX DESIGNS, INC.,

Plaintiff,

-against-

FAST FLEET SYSTEMS, INC., and
QUEBECOR WORLD LOGISTICS, INC.,
d/b/a Q.W. EXPRESS,

Defendants.
-----X

07-cv-03740-UA-MDF

**AMENDED ANSWER OF
DEFENDANT QUEBECOR
WORLD LOGISTICS, INC., TO
PLAINTIFF'S AMENDED COMPLAINT**

Defendant Q.W. Express, a division of Quebecor World Logistics, Inc. ("QWE"), by and through its attorneys Hill Rivkins & Hayden LLP, as and for its Amended Answer to the Amended Complaint of Plaintiff Silvex Designs, Inc. ("Silvex") hereby responds as follows:

PARTIES, JURISDICTION AND VENUE

1. Defendant QWE denies the allegations set forth in paragraph 1 of the Amended Complaint.
2. Defendant QWE denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 2 of the Amended Complaint.

3. Defendant QWE admits that it is a corporation organized and existing by virtue of the laws of Delaware, with an office and place of business located at 1130 West Thorndale, Bensenville, Illinois. Except as otherwise specifically admitted, Defendant QWE denies the remaining allegations set forth in paragraph 3 of the Amended Complaint.

4. Defendant QWE denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 4 of the Amended Complaint.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

5. Defendant QWE denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 5 of the Amended Complaint.

6. Defendant QWE admits that on or about August 29, 2006, Plaintiff Silvex retained Defendant QWE to arrange for the transportation of a consignment said to contain exhibit materials from New York to Tucson, Arizona. Except as otherwise specifically admitted, Defendant QWE denies the remaining allegations set forth in paragraph 6 of Amended Complaint.

7. Defendant QWE admits that on or about August 29, 2006, QWE retained Defendant Fast Fleet Systems, Inc., to transport a consignment said to contain exhibit materials from plaintiff's place of business in New York, to Newark Liberty International Airport. Except as otherwise specifically admitted, Defendant QWE denies the remaining allegations set forth in paragraph 7 of the Amended Complaint.

8. Defendant QWE denies the allegations set forth in paragraph 8 of the Amended Complaint.

9. Defendant QWE denies the allegations set forth in paragraph 9 of the Amended Complaint.

10. Defendant QWE denies the allegations set forth in paragraph 10 of the Amended Complaint.

11. Defendant QWE denies the allegations set forth in paragraph 11 of the Amended Complaint.

COUNT I

QUEBECOR WORLD LOGISTICS, INC. d/b/a/ Q.W. EXPRESS

NEGLIGENCE

12. Defendant QWE repeats and re-alleges each and every admission, denial, and denial based upon lack of sufficient knowledge and information to form a belief as to the truth of the allegations set forth in paragraphs 1 through 11 of the Amended Complaint as if set forth herein at length.

13. Defendant QWE denies the allegations set forth in paragraph 13 of the Amended Complaint.

14. Defendant QWE denies the allegations set forth in paragraph 14 of the Amended Complaint.

15. Defendant QWE denies the allegations set forth in paragraph 15 of the Amended Complaint.

16. Defendant QWE denies the allegations set forth in paragraph 16 of the Amended Complaint.

17. Defendant QWE denies the allegations set forth in paragraph 17 of the Amended Complaint.

18. Defendant QWE denies the allegations set forth in paragraph 18 of the Amended Complaint.

COUNT II

NEGLIGENCE OF FAST FLEET, INC.

NEGLIGENCE

19. Defendant QWE repeats and re-alleges each and every admission, denial, and denial based upon lack of sufficient knowledge and information to form a belief as to the truth of the allegations set forth in paragraphs 1 through 18 of the Amended Complaint as if set forth herein at length.

20. Defendant QWE denies the allegations set forth in paragraph 20 of the Amended Complaint.

21. Defendant QWE denies the allegations set forth in paragraph 21 of the Amended Complaint.

22. Defendant QWE denies the allegations set forth in paragraph 22 of the Amended Complaint.

23. Defendant QWE denies the allegations set forth in paragraph 23 of the Amended Complaint.

24. Defendant QWE denies the allegations set forth in paragraph 24 of the Amended Complaint.

25. Defendant QWE denies the allegations set forth in paragraph 25 of the Amended Complaint.

26. Defendant QWE denies the allegations set forth in paragraph 26 of the Amended Complaint.

FIRST AFFIRMATIVE DEFENSE

27. Plaintiff fails to state a claim, in whole or part, upon which relief can be granted against Defendant QWE.

SECOND AFFIRMATIVE DEFENSE

28. Plaintiff's claims are barred by the applicable statute of limitations and/or the doctrine of laches and the Amended Complaint should be dismissed.

THIRD AFFIRMATIVE DEFENSE

29. Plaintiff is not the real party in interest and/or the proper party to assert the claim.

FOURTH AFFIRMATIVE DEFENSE

30. The Plaintiff has failed to mitigate its alleged loss.

FIFTH AFFIRMATIVE DEFENSE

31. The shipment described in plaintiff's Amended Complaint is subject to all the terms, conditions, and exceptions contained in certain bills of lading and/or air waybills then and

there issued, by which the shippers and consignees of said bills of lading and/or air waybills agreed to be and are bound.

SIXTH AFFIRMATIVE DEFENSE

32. Plaintiff has failed to aver facts necessary to establish that Defendant QWE breached a duty that resulted in plaintiff sustaining damages.

SEVENTH AFFIRMATIVE DEFENSE

33. To the extent that the Plaintiff suffered any loss or damage as alleged in the Amended Complaint, which is denied, that loss or damage occurred during a period of time when the goods were not under the care, custody, or control of Defendant QWE.

EIGHTH AFFIRMATIVE DEFENSE

34. Any loss or damage to the shipment as alleged in the Amended Complaint, which is denied, arose or resulted from the pre-shipment condition of the goods and was not caused or contributed to by Defendant QWE.

NINTH AFFIRMATIVE DEFENSE

35. Any damages allegedly sustained by plaintiff are the result of acts, errors, omissions, or breaches by other third parties, persons or entities over which Defendant QWE has and had no control and for whose conduct Defendant QWE has and had no responsibility.

TENTH AFFIRMATIVE DEFENSE

36. If any shortage and/or damage and/or loss was sustained by the shipment referred to in the Amended Complaint, which is denied, such shortage, and/or damage, and/or loss was caused by or contributed to by the Plaintiff or others acting on Plaintiff's behalf.

ELEVENTH AFFIRMATIVE DEFENSE

37. The plaintiff has failed to join one or more indispensable parties to the suit.

TWELFTH AFFIRMATIVE DEFENSE

38. The damages alleged in the Amended Complaint are grossly inflated and plaintiff's calculation of the claimed amount is contrary to law both as to type and quantity.

THIRTEENTH AFFIRMATIVE DEFENSE

39. Plaintiff failed to give written notice of loss or damage as and when required pursuant to the standard terms and conditions of the applicable air waybill(s), contract(s) of carriage or other contracts, bills of lading, tariffs, and/or applicable regulations, statutes or treaties, and/or classifications in effect; the plaintiff's lawsuit is therefore barred.

FOURTEENTH AFFIRMATIVE DEFENSE

40. The amount of Defendant QWE's liability, if any, is limited in accordance with the standard terms and conditions of the applicable air waybill(s), contract(s) of carriage or other contracts, bills of lading, tariffs, and/or applicable regulations, statutes or treaties, and/or classifications in effect.

FIFTEENTH AFFIRMATIVE DEFENSE

41. To the extent applicable, plaintiff's state law claims, as found in the Amended Complaint, are preempted by the Carmack Amendment to the Interstate Commerce Act.

SIXTEENTH AFFIRMATIVE DEFENSE

42. To the extent plaintiff's damages include any special, incidental, or consequential damages, including but not limited to loss of profits, income, interest, or utility, or loss of market, resulting from the transportation of this shipment, regardless of whether Defendant QWE had knowledge that such damages might be incurred, Defendant QWE is not liable, in accordance with the standard terms and conditions of the applicable air waybill(s), contract(s) of carriage or other contracts, bills of lading, tariffs, and/or applicable regulations, statutes or treaties, and/or classifications in effect.

SEVENTEENTH AFFIRMATIVE DEFENSE

43. The jurisdiction and venue where the plaintiff commenced this suit is invalid; the relevant terms and conditions governing this transportation agreement state that the only jurisdiction and venue where this action can be commenced and advanced is in Illinois.

EIGHTEENTH AFFIRMATIVE DEFENSE

44. Plaintiff's cargo was not permitted for shipment, as stated by the standard terms and conditions of the applicable air waybill(s), contract(s) of carriage or other contracts, bills of

loading, tariffs, and/or applicable regulations, statutes or treaties, and/or classifications in effect; accordingly, the plaintiff's lawsuit is barred.

NINETEENTH AFFIRMATIVE DEFENSE

45. Defendant QWE was not properly served with the plaintiff's Summons, Complaint, and/or Amended Complaint; this Court has no personal jurisdiction over Defendant QWE.

TWENTIETH AFFIRMATIVE DEFENSE

46. Defendant QWE reserves its rights to amend its answer to add additional or other defenses; to delete or withdraw defenses; and to add counterclaims and cross-claims as they may become necessary after reasonable opportunity for appropriate discovery.

W H E R E F O R E, Defendant QWE prays that plaintiff's Amended Complaint be dismissed and that Defendant QWE be awarded costs, attorneys' fees and such other and further relief as this Court deems just and proper.

Dated: New York, New York
June 13, 2007

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